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policy. *Workman v. Campbell*, 46 Mo. 305. Nor would a contract to maintain it there perpetually. *R. R. Co. v. Dawson*, 62 Tex. 260. The authorities agree that the railroad company may not bind itself either to build or refrain from building depots in such a manner that an inducement may be furnished to a possible neglect of the convenience of their patrons. *R. R. Co. v. Mathew*, 104 Ill. 257 and note to *R. R. Co. v. Ryan*, 11 Kan. 602.

**EJECTMENT—WHEN LIES—STRETCHING WIRES OVER LAND.—***BUTLER v. FRONTIER TEL. CO.*, 92 N. Y. SUPP. 684.—Under the N. Y. Code Civ. Proc. declaring an action of ejectment to be "an action to recover immediate possession of property," held, that an owner may maintain ejectment against one who has taken possession of the space above the surface of the land to the extent of stretching wires across it. *Nash and Hiscock, JJ., dissenting.*

The question involved in the present case is one which has been variously decided. At common law ejectment would not lie for anything whereon entry could not be made. 2 *Crabb on Real Property*, 710. It was first held in New York that it would lie for anything attached to the soil of which the sheriff could deliver possession. *Jackson v. May*, 16 Johns. 184. But later in *Sherry v. Frecking*, 4 Duer 452, such action was held maintainable where the injury consisted of overhanging eaves, on the theory that land extends upwards as well as downwards as far as the owner of the subjacent soil may see fit to extend it; 3 *Kent's Com.* 487; this case being overruled by *Aiken v. Benedict*, 39 Barb. 400, and *Vrooman v. Jackson*, 62 Hun. 362, holding nuisance to be the proper remedy. Thus the present case reverses the former New York rule and is in accord with the weight of recent authority. *Murphy v. Bolger Bros.*, 60 Vt. 723; *McCourt v. Eckstein* 22 Wis. 153. But that nuisance is the proper remedy, see *Wood, Nuis. Sec.* 105; *Tyler, Eject.* 38.

**HUSBAND AND WIFE—AFFECTIONS—ALIENATION.—***GREGG v. GREGG*, 75 N. E. (IND.).—Held, that a divorced wife is entitled to maintain an action against her former mother-in-law for alienation of the affections of her husband by acts maliciously done, which were calculated to produce such result.

There is very little conclusive authority on this proposition in the decisions of the courts of this country or in England. *Duffies v. Duffies*, 8 L. R. A. 420. At common law a wife could not maintain an action against one who wrongfully and maliciously enticed her husband from her. 2 *Bl. Com.* p. 142. This disability of the wife was due to the legal fiction that the husband and wife were one person, i. e., the husband. *Walker v. Cronin*, 107 Mass. 555. Some courts go so far as to hold that not even under the modern statutes, allowing married women to sue, can a wife maintain an action against another for enticing away her husband or alienating his affections. *Tiffany, Domestic Relations*, p. 79. By the great weight of authority, however, since the loss of services is not necessary to the action and the right to each other's society and comfort is reciprocal, a wife may maintain such action. *Warren v. Warren*, 50 N. W. 842; *Mehrhoff v. Mehrhoff*, 26 Fed. 13. A case directly in point, *Williams v. Williams*, 50 Col. 51, holds that a wife may maintain an action against a mother-in-law who wrongfully enticed her husband to abandon her.

**INSURANCE—BENEFICIAL ASSOCIATIONS—WARRANTIES OF ASSURED.—***CALDWELL v. GRAND LODGE UNITED WORKMEN OF CALIFORNIA* 82 Pac. 781. (CAL.).—Held, that one who joins a beneficial association and agrees to abide by and conform to all rules and regulations warrants statements made as to relationship of beneficiary to him.

An application for membership directing payment to "M. H., wife" is not a warranty that M. H. is applicant's wife as applicant is not yet a member and so not bound by the constitution. *A. O. U. W. v. Hutchinson*, 6 Md. 399. Where the beneficiaries are limited to wife and children a false statement that beneficiary is applicant's wife vitiates the policy. *Smith v. Baltimore & O. R. Co.*, 81 Mo. 412. Stipulation that violation of a "condition" shall render the contract void does not constitute a statement a warranty where the statement is referred to as a "representation." *Vivar v. K. of P.*, 52 N. J. Law 455. Nor is failure to disclose the existence of another living wife a fraud upon the association. *Story v. Williamsburgh, etc.*, 95 N. Y. 474. Even if applicant